

# HOMEOWNERSHIP RIGHTS COME WITH RESPONSIBILITIES AND RESTRICTIONS

WITH THE influx of expatriates and with the assistance of the construction boom, homeownership in the UAE is on the rise. However, new homeowners soon discover that though there are many joys and rights that accompany ownership, there are also many responsibilities, restrictions and obligations associated with it.

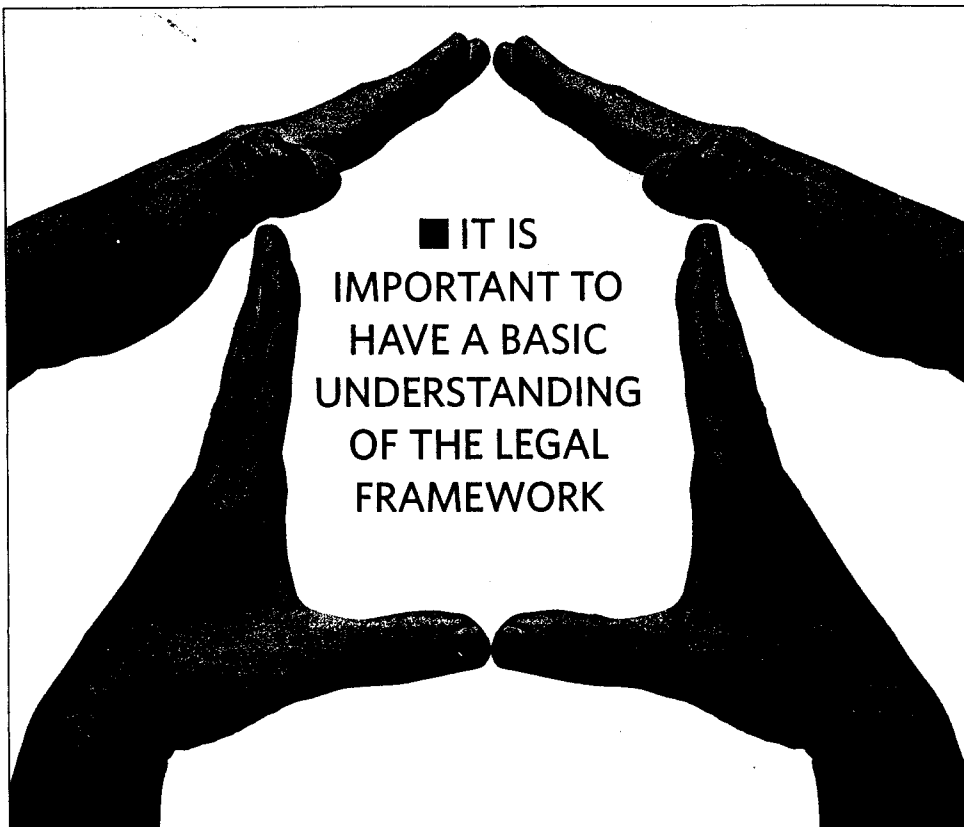
In order to be able to navigate one's way through the challenges of homeownership, it is important to have a basic understanding of the legal framework that dictates such responsibilities.

The basic restrictions and obligations associated with homeownership in the UAE, whether through freehold or 99-year leasehold, consist of the responsibilities and restrictions contained in the sale and purchase agreement and the restrictions and obligations contained in the rules of the homeowners' association as well as the master community declaration.

There are also the restrictions stipulated in the UAE Civil Code (Federal Law No. 5 of 1985, as amended). These responsibilities, restrictions and obligations are discussed below.

## Agreement

The customary sale and purchase agreement for a home, whether it be a villa, townhouse or an apart-



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ment, in the UAE contains certain responsibilities and restrictions that live on even after the full payment, completion and handover.

These include agreeing to use it for residential purposes; not making any changes to the home without approval; not doing anything that may be a nuisance; not using the home for any illegal or immoral purposes; and being re-

sponsible for payment of all utilities' charges. The sale and purchase agreement also binds the homeowner to rules of a homeowners' association, and the provisions of the master community declaration. These are discussed below.

## Association rules

The rules of homeowner associations generally duplicate some of the homeowner restrictions

contained in the customary sale and purchase agreement. In addition, in the UAE, such rules generally grant the exclusive right of operation and management of the association to the developer for a period of between two to five years.

The rules also obligate the homeowner to pay association fees on an annual or semi-annual basis for maintenance and manage-

ment. They also provide an estimate of such fees on a dirhams per square foot basis.

Such a principle is based on Article 1192 of the Civil Code for apartments which states that: "each owner shall share in the costs of preserving, maintaining and managing the common parts...".

Moreover, the rules obligate the homeowner to allow the representative

of the Association to enter the home on reasonable notice for maintenance purposes (or immediately for emergency purposes); not hang any clothing on balconies or windows; not keep animals without the approval of the association; and to ensure that all visitors and invitees of the home comply with all such restrictions.

Additionally, the declaration for the master community will require that the home located within it will contain certain restrictions on use of its roads and infrastructure. The homeowner will also be obligated to pay the master developer certain master community fees on an annual or semi-annual basis.

## Restrictions on neighbours

The Civil Code contains several restrictions in Articles 1139 to 1144 with respect to neighbours. These include not impeding the passage of light to a neighbour; not infringing on the airspace of another (whether through branches, roots or otherwise); and not subjecting neighbours to detriments which exceed the customary.

By being aware of the above restrictions, as well as the rights of homeownership discussed in the previous article, homeowners can successfully plan and implement their homeownership strategy.

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